

## **The complaint**

Miss F has complained National Westminster Bank Public Limited Company won't refund transactions she didn't make. She's also concerned at how NatWest managed her complaint.

## **What happened**

In July 2024 Miss F suddenly noticed many transactions made using her NatWest account that she didn't recognise. She complained to NatWest. She was told they were having a temporary outage, and she'd have to contact them the following day, which she did.

Miss F called NatWest back the following day. She confirmed there'd been numerous transactions totalling £5,408.55 on her account which she'd not made. Miss F felt she had to continually contact NatWest and wasn't given the opportunity to fully explain what had happened. NatWest sent Miss F various letters confirming they wouldn't be refunding her, but Miss F felt they were ignoring the issues she'd raised.

Unhappy with NatWest's final response, Miss F brought her complaint to the ombudsman service.

Our investigator felt the evidence showed it was most likely Miss F had authorised the transactions as she couldn't identify any point of compromise. She separately asked NatWest to pay Miss F £100 for their service failings.

Miss F continued to believe her device may have been cloned. She's asked an ombudsman to consider her complaint.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

It's worth stating that I can choose which weight to place on the different types of evidence I review, including technical evidence, provided by financial institutions along with complainants' persuasive testimony.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

The regulations which are relevant to Miss F's complaint are the Payment Services Regulations 2017 (PSRs). These primarily require banks and financial institutions to refund

customers if they didn't make or authorise payments themselves.

Having reviewed the evidence, I believe there is sufficient to show that Miss F most likely authorised these payments. I say this because:

- NatWest's evidence shows the disputed transactions taking place on Miss F's recognised mobile device. This matches the device used before and after the disputed transactions. The IP address also matches addresses on Miss F's history with NatWest. NatWest can also show that additional authentication took place for many of these transactions with Miss F carrying out the authentication required.
- Whilst Miss F has suggested that her mobile device could have been cloned, I think this is unlikely. Particularly as I see the transactions took place between 8-18 July with days in between when no disputed transactions took place. During this period Miss F also carried out other transactions which she doesn't dispute. This disputed activity isn't what we generally see when we look at fraudulent account use.
- NatWest's evidence also shows Miss F's regular logins to her account when she was able to review all her payments. This happens throughout this period. This makes me wonder why Miss F didn't notice these disputed transactions earlier.
- I have also considered Miss F's historical account use. She carried out regular gambling transactions. In these cases, it was not unusual for Miss F to make five or more transactions of £100 apiece. This profile matches exactly what happened from 8-18 July for the transactions Miss F disputes. Whilst the companies in use are different from those transactions Miss F formerly used, they are very similar in type.
- There's no indication that there's been any compromise of Miss F's mobile device or bank account details. I'm also unable to identify why a third party would be trying to use Miss F's account for gambling purposes or potential foreign exchange trading.

I appreciate Miss F's strength of feeling about what happened. I've taken that into account, but I believe NatWest has sufficient evidence to show Miss F authorised the disputed transactions and I won't be asking them to refund her.

Like our investigator, I separately considered Miss F's complaint about the service issues she had. I'm sure this must have been extremely annoying. Miss F believed she'd have an opportunity to make her case to NatWest but felt they were continually trying to close her down. I can see she was frustrated. I agree that £100 is fair for what happened.

### **My final decision**

For the reasons given, my final decision is to instruct National Westminster Bank Public Limited Company to pay £100 to Miss F for the trouble caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 21 November 2025.

Sandra Quinn  
**Ombudsman**